

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Commitment Number:

GLC2400405

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Commonwealth Land Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Commonwealth Land Title Insurance Company

By:

A handwritten signature in black ink, appearing to read "Michael J. Nolan".

Michael J. Nolan, President

Attest:

A handwritten signature in black ink, appearing to read "Marjorie Nemzura".

Marjorie Nemzura, Secretary

Countersigned By:

A handwritten signature in black ink, appearing to read "Brandin A. McMillen".

Brandin McMillen
Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Robyn A Jackson Commonwealth Land Title Insurance Company 312 Walnut Street, Suite 2250 Cincinnati, OH 45202 Phone: 513-337-5491 Fax: 513-794-3565 Main Phone: (513)985-0550 Email: RJackson@cltic.com	Escrow Officer: Brianne M Brown Commonwealth Land Title Insurance Company 312 Walnut Street, Suite 2250 Cincinnati, OH 45202 Phone: 513-337-5492 Fax: 513-794-3565 Main Phone: (513)985-0550 Email: Brianne.Brown@cltic.com

Order Number: GLC2400405

Project Name: Judicial

SCHEDULE A

1. Commitment Date: August 20, 2024 at 06:59 AM

2. Policy to be issued:

(a) ALTA Owner's Policy 2021 - OH (12/01/2022)

Proposed Insured: Successful Bidder at the Judicial Sale

Proposed Amount of Insurance: in an amount not to exceed \$22,645,000.00

The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

4. The Title is, at the Commitment Date, vested in:

Hatz One LLC, an Ohio limited liability company by deed filed for record December 10, 2018 in [AFN 201812100297](#), of the Cuyahoga County Records. (as to Parcels 1, 2, and 3)

Hatz Two LLC, an Ohio limited liability company by deed filed for record December 10, 2018 in [AFN 201812100298](#), of the Cuyahoga County Records. (as to Parcels 4, 5, 6, and 7)

Cleveland 2 LLC by deed filed for record November 6, 2020 in [AFN 202011060166](#), of the Cuyahoga County Records. (as to Parcels 8, 9, 10, 11, and 12)

Cleveland 3 LLC by deed filed for record November 6, 2020 in [AFN 202011060165](#), of the Cuyahoga County Records. (as to Parcel 13, 14A, 14B, and 15)

5. The Land is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

Parcel 1:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being a part of Sublot No. 23 in a Resubdivision of the Van Sweringen Company's Subdivision No. 11 and 12 of part of Original One Hundred Acre Lots Nos. 422 and 430 as shown by the recorded plat in Volume 49, Page 19 of Cuyahoga County Map Records further bounded and described as follows:

Beginning at a 5/8-inch iron pin found (0.00 feet North, 0.27 feet East) on the Southwesterly line of Kemper Road (60.00 feet wide) at said Southwesterly line with the Northeasterly corner of land conveyed to Howard G. Gottesman by deed recorded Volume 91-2082, Page 52 of Cuyahoga County Records;

Thence North 34 deg. 38' 15" West along the Southwesterly line of Kemper Road, 65.00 feet to a 3/4-inch iron pin found (0.17 feet North, 0.00 feet East) and the principal place of beginning;

Thence South 55 deg. 23' 08" West along the Southeasterly line of land, 107.99 feet to a 5/8-inch by 30-inch iron pin set;

Thence South 02 deg. 03' 34" West along the Easterly line of land 33.02 feet to a 5/8-inch by 30-inch iron pin set at the Northeast corner of land conveyed to Greenberg-Fuchs Association by deed recorded in Volume 87-5802, Page 6 of Cuyahoga County Records;

Thence North 69 deg. 45' 34" West along the Northerly line of land so conveyed, 175.55 feet to a drill hole set as the Easterly line of North Moreland Boulevard (140 feet wide);

Thence along the said Easterly line along the arc curve deflecting to the right 187.38 feet, said curve having a radius of 1634.11 feet and a chord of 187.28 feet which bears North 23 deg. 21' 31" East to a 5/8-inch iron pin set at the point of tangency;

Thence North 26 deg. 37' 25" East along the Easterly line of North Moreland Boulevard, 31.80 feet to 5/8-inch iron pin set at the point of curvature;

Thence along the curved turnout between the Easterly line of North Moreland Boulevard and the Southwesterly line of Kemper Road, along the arc of a curve deflecting to the right 58.79 feet said curve having a radius of 28.38 feet and a chord of 48.83 feet which bears North 85 deg. 59' 40" East to a 1/2-inch iron pin found (0.20 North, 0.14 feet West) to a point of tangency;

Thence South 34 deg. 38' 15" East along the Southwesterly line of Kemper Road, 206.82 feet to the principal place of beginning.

Containing 0.8825 acres of land, as described and surveyed by E.B. Dudley, PLS 6747 of the Riverstone Company in July 2002 be the same more or less.

Note all 5/8-inch by 30-inch iron pins set and capped EB Dudley, PLS 6747.

Note: The above Parcel is also known as Parcel A as set forth on the Plat of Lot Split of PPN 144-13-011, filed for record September 4, 2002 in Volume 319 of Maps, page 94, of the Cuyahoga County Records.

For Informational Purposes Only:

PPN: 144-13-011

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EXHIBIT "A"

Legal Description

Property Address: 2621 N. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 2:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being part of Sublot No. 7, in a Re-Subdivision of the Van Sweringen Company's Subdivision No. 11 of part of Original 100 Acre Lots Nos. 422 and 430, and a part of Original Warrensville Township Lots Nos. 11, 21, and 31 as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records, and bounded and described as follows:

Beginning on the Westerly line of North Moreland Boulevard, S.E., at a point which is 20 feet Northerly, from the Southeasterly corner of said Sublot No. 7;

Thence North 72 deg. 38' 32" West, 261.75 feet to the Westerly line of said Sublot No. 7;

Thence North 0 deg. 4' 25" West, 67 feet to a stake;

Thence South 81 deg. 51' 25" East, 70.68 feet;

Thence South 68 deg. 58' East, 214.82 feet to a stake set in the Westerly line of North Moreland Boulevard, S.E.;

Thence Southerly, along the Westerly line of said North Moreland Boulevard, S.E., on a curved line deflecting to the left, 60 feet, said curved line having a radius of 1774.11 feet and the chord of whose arc bears South 19 deg. 35' 03" West, 60 feet to the place of beginning, be the same more or less.

For Informational Purposes Only:

PPN: 144-13-008

Property Address: 2630 N. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 3:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being parts of Sublots Nos. 9 and 10 in a re-subdivision of the Van Sweringen Co's Subdivision No. 11 of part of Original 100 Acre Lot Nos. 422 and 430 and a part of Original Warrensville Township Lot Nos. 11, 21 and 31 as shown by the recorded plat in Volume 49 of Maps, Pages 19 and 20 of Cuyahoga County Records, together forming a parcel of land, bounded and described as follows:

Beginning at the Westerly line of North Moreland Boulevard, at a stake which is 40 feet Northerly, measured along the Westerly line of said North Moreland Boulevard, from the Southeasterly corner of said Sublot 10;

Thence North 68 deg. 29' 20" West 229.51 feet to a stake set in the Westerly line of said Sublot 9;

Thence North 8 deg. 8' 35" East 63.52 feet to a stake;

Thence South 68 deg. 03' 40" East 246.25 feet to a stake set in the Westerly line of said North Moreland Boulevard;

Thence Southerly along the Westerly line of said North Moreland Boulevard on a curved line deflecting to the left 60 feet,

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EXHIBIT "A"

Legal Description

said curved line having a radius of 1774.11 feet and the chord whose arc bears South 23 deg. 27' 35" West 60 feet to the place of beginning, being further known as Sublot 7-A in the proposed re-subdivision of part of The Van Sweringen Company's Subdivision No. 11, as appears by said plat, be the same more or less.

For Informational Purposes Only:

PPN: 144-13-010

Property Address: 2622 N. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 4:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being part of Sublots Nos. 12 and 13 of a resubdivision of the Van Sweringen Company's Subdivision No. 11 of part of The Van Sweringen Company's Subdivision No. 11 of part of Original 100 Acre Lot 430, as recorded in Volume 49, Page 19, Cuyahoga County Map Records, and further described as follows:

Beginning at an iron pin found in the centerline of North Moreland Boulevard, 140 feet wide, at its intersection with the centerline of Kemper Road, 60 feet wide;

Thence South 34 deg. 38' 15" East along the centerline of Kemper Road, 79.83 feet to a nail set;

Thence South 26 deg. 37' 35" West, 113.93 feet to a point of curvature, in the easterly line of North Moreland Boulevard;

Thence Southerly along the curve easterly line of North Moreland Boulevard, being the arc of a curve deflecting to the left, 187.29 feet to its intersection with the Southerly line of Parcel 1 of land conveyed to Larchmere Apartments by deed recorded in Volume 15641, page 753 of Cuyahoga County Records, said arc having a radius of 1634.11 feet and a chord which bears South 23 deg. 20' 35" West, 187.19 feet, and from which point a drill hole found bears North 69 deg. 44' 20" West, 0.33 feet, and North 20 deg. 15' 40" West, 0.02 feet; and the principal place of beginning of the parcel herein described;

Thence South 69 deg. 44' 20" East along the Southerly line of said Parcel 1 of land conveyed to Larchmere Apartments, 175.55 feet to its intersection with the Westerly line of Parcel 3 of said land so conveyed, from which point an iron pin found bears South 20 deg. 15' 40" West, 0.20 feet, and North 69 deg. 44' 20" West, 0.12 feet;

Thence South 2 deg. 01' 50" West along the Westerly line of said Parcel 3 of land conveyed to Larchmere Apartments, and along the Westerly line of a parcel of land conveyed to Ronald R. Jones and Brenda K. Jones by deed recorded in Volume 91-2082, Page 51 of the Official Records of Cuyahoga County, 85.00 feet to its intersection with the Northerly line of a parcel of land conveyed to Marvin Elrad by deed recorded in Volume 13320, Page 291 of Cuyahoga County Records, from which point an iron pin found bears South 72 deg. 23' 10" East, 0.12 feet and South 17 deg. 36' 50", 0.15 feet;

Thence North 72 deg. 23' 10" West along the Northerly line of said land conveyed to Marvin Elrad, 199.56 feet to a drill hole set at its intersection with the easterly line of North Moreland Boulevard;

Thence Northerly along the curved easterly line of North Moreland Boulevard being the arc of a curve deflecting to the right, 90.00 feet to the principal place of beginning, said arc having a radius of 1634.11 feet and a chord which bears North 18 deg. 28' 54" East, 89.99 feet, and containing 16,108 square feet or 0.3698 acres of land, more or less, according to the survey by Donald G. Bohning & Associates, Inc., dated February, 1992.

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EXHIBIT "A"

Legal Description

PPN: 144-13-012

Property Address: 2635 N. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 5:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being a part of Sublots Nos. 14 and 15 of Re-Subdivision of the Van Sweringen Company's Subdivision No. 11 of part of Original One Hundred Acre Lot No. 430, as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records, and bounded and described as follows:

Beginning on the Easterly line of North Moreland Boulevard, at a point distant 30.72 feet Southerly measured along said Easterly line from the Southwesterly corner of Sublot No. 13, as appears by the plat recorded in Volume 49, Page 19 of Cuyahoga County Records;

Thence South 74 deg. 29' 30" East 218.94 feet to the Easterly line of said Sublot No. 14;

Thence Southerly 02 deg. 01' 50" West along the Easterly line of Sublots Nos. 14 and 15, a distance of 74.03 feet to the Northerly line of land conveyed to Moreland Corner Apartments, Inc. by deed dated July 7, 1932 and recorded in Volume 4210, Page 338 of Cuyahoga County Records;

Thence Westerly along the Northerly line of land so conveyed, about 232 feet to the Easterly line of North Moreland Boulevard;

Thence along the arc of a curve deflecting to the right, 103.50 feet to the place of beginning, said curved line having a radius of 1634.11 feet and a chord which bears North 11 deg. 56' 03" East, 103.48 feet, as appears by said plat, be the same more or less.

For Informational Purposes Only:

PPN: 144-13-014

Property Address: 2653 N. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 6:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being part of Sublots Nos. 5 and 6 in a Resubdivision of the Van Sweringen Co.'s Subdivision No. 11 of part of Original 100 Acre Lots Nos. 422 and 430, and part of Original Warrensville Township Lots Nos. 11, 21, and 31, as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records, and together forming a parcel of land, bounded and described as follows:

Beginning on the Westerly line of North Moreland Boulevard, at the Northeast corner of said Sublot No. 5;

Thence North 75 deg. 43' 20" West, 222.81 feet to a stake;

Thence North 0 deg. 12' 24" East, along the Westerly line of said Sublots Nos. 5 and 6, a distance of 54.16 feet to a stone monument marking the Southwest corner of said Original Lot No. 422;

Thence North 0 deg. 4' 25" West 12.84 feet to a stake;

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EXHIBIT "A"

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Thence South 74 deg. 32' East 240.72 feet to a stake set in the Westerly line of North Moreland Boulevard;

Thence Southerly along the Westerly line of said North Moreland Boulevard on a curved line deflecting to the left, 60 feet, said curved line having a radius of 1774.11 feet and the chord of whose arc bears South 15 deg. 42' 31" West, 60 feet to the place of beginning, be the same more or less.

For Informational Purposes Only:

PPN: 144-13-006

Property Address: 2642 N. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 7:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being a part of Sublots Nos. 6 and 7 in a Resubdivision of The Van Sweringen Company's Subdivision No. 11 of part of Original One Hundred Acre Lots Nos. 422 and 430 and part of Original Warrensville Township Lots Nos. 11, 21, and 31, as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records, and together forming a parcel of land, bounded and described as follows:

Beginning on the Westerly line of North Moreland Boulevard, S.E. at a stake which is 40 feet Southerly, measured along said Westerly line of North Moreland Boulevard, S.E., from the Northeast corner of said Sublot No. 6;

Thence North 74 deg. 32' West, 240.72 feet to a stake set in the Westerly line of said Sublot No. 6;

Thence North 0 deg. 4' 25" West, along the Westerly lines of said Sublots Nos. 6 and 7, a distance of 69.63 feet to a stake;

Thence South 72 deg. 58' 30" East 261.75 feet to a stake set in the Westerly line of North Moreland Boulevard S.E.;

Thence Southerly along the Westerly line of said North Moreland Boulevard, S.E. on a curved line deflecting to the left, 60 feet, said curved line having a radius of 1774.11 feet and the chord of whose arc bears South 17 deg. 38' 47" West, 60 feet to the place of beginning, as appears by said plat, be the same more or less.

For Informational Purposes Only:

PPN: 144-13-007

Property Address: 2636 N. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 8:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being further described as follows:

Known as being Sublot Nos. 295, 296, and 297 in a re-subdivision of part of the Van Sweringen Company's Subdivision No. 11 of part of Original One Hundred Acre Lots Nos. 422 and 430 and part of Original Warrensville Township Lots Nos. 11, 21, and 31, as shown by the recorded plat in Volume 49 of Maps, page 19 of Cuyahoga County Records, and together forming a parcel of land having a frontage of 180.60 feet on the Westerly side of South Moreland Boulevard, SE, a frontage of 42.91 feet on the curved turnout between said westerly line and the Northerly line of Buckeye Road, SE, and

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EXHIBIT "A"

Legal Description

extending back 139.95 feet deep on the Northerly line, 112.51 feet deep on the Southerly line, which is also the Northerly line of Buckeye Road SE, and having a rear line of 189 feet, as appears by said plat, together with all the right, title and interest of the Grantor in and to the street adjoining the above described premises; and together with all the right, title and interest of the Grantor in and to any and all strips and gores of land adjacent to the above described premises.

For Informational Purposes Only:
PPNs: 144-10-001, 002, and 003
Property Address: 2880 S. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 9:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being further described as follows:

Known as being Sublot Nos. 292, 293 and 294 in a re-subdivision of part of the Van Sweringen Company's Subdivision No. 11 of part of Original One Hundred Acre Lots Nos. 422 and 430 and part of Original Warrensville Township Lots Nos. 11, 21 and 31, as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records, and together forming a parcel of land 180 feet front on the Westerly side of Moreland Boulevard, SE (formerly East 132nd Street), and extending back of equal width 139.95 feet, as appears by said plat, be the same more or less.

For Informational Purposes Only:
PPN: 144-10-004
Property Address: 2870 S. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 10:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 286 and a part of Sublot No. 287 in a resubdivision of the Van Sweringen Company's Subdivision No. 11 of part of Original Warrensville Township Lots Nos. 11, 21, and 31, as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records and a part of Sublots Nos. 96, 97 and 98 in Kuster Estates Subdivision of part of Original 100 Acre Lots Nos. 429 and 430, as shown by the recorded plat in Volume 47 of Maps, Page 25 of Cuyahoga County Records and together forming a parcel of land bounded and described as follows:

Beginning in the Westerly line of South Moreland Boulevard, formerly East 132nd Street, at the Southeasterly corner of said Sublot No. 286;

Thence Northerly along said Westerly line of South Moreland Boulevard, 60 feet to the Northeasterly corner of said Sublot No. 286;

Thence Westerly along the Northerly line of said Sublot No. 286, a distance of 139.95 feet to the Northwesterly corner of said Sublot No. 286;

Thence Southerly along the Westerly line of said Sublot No. 286.14 feet to the Northerly face of the Northerly wall of a brick building;

Thence Westerly along the Northerly face of the Northerly wall of said brick building, 0.13 feet to the Northwesterly corner of said building;

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EXHIBIT "A"

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Thence Southerly along the Westerly face of the Westerly wall of said brick building, 60 feet to the Southwesterly corner of said building;

Thence Easterly along the Southerly face of the Southerly wall of said brick building, 38.14 feet to a corner of said brick building;

Thence Northerly along the Easterly face of an Easterly wall of said brick building, 0.12 feet to the Southerly line of said Sublot No. 286;

Thence Easterly along the Southerly line of said Sublot No. 286, a distance of 101.94 feet to the place of beginning, according to a survey for P. Garbo, dated January 1931, made by F. E. Pease Engineering Company, as appears by said plat, be the same more or less.

For Informational Purposes Only:

PPN: 144-10-008

Property Address: 2822 S. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 11:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 251 in a re-subdivision of The Van Sweringen Company's Subdivision No. 11 of part of Original 100 Acre Lot Nos. 422 and 430 of a part of Original Warrensville Township Lot Nos. 11, 21 and 31 as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records, and bounded and described as follows:

Beginning in the Southwesterly line of Ludlow Road, S.E. at the most Easterly corner of said Sublot No. 251;

Thence Northwesterly along the Southwesterly line of Ludlow Road, S.E., 221.30 feet to the Easterly end of a turnout between said Southwesterly line of Ludlow Road, S.E., and the Easterly line of East 132nd Street (now known as Moreland Boulevard, S.E.);

Thence Westerly along said turnout on an arc of a circle deflecting to the left, 36.46 feet to a point in the Easterly line of East 132nd Street;

Thence Southerly along said Easterly line 186.58 feet to a point of curve at the intersection of said Easterly line of East 132nd Street and the Easterly curved line of Hampton Road, S.E. (formerly South Hampton Boulevard);

Thence Southerly along said Easterly curved line of Hampton Road, S.E., 57.92 feet to the Southwesterly corner of said Sublot No. 251;

Thence Easterly along the Southerly line of said Sublot, 104.55 feet to an angle;

Thence Northeasterly along the Southeasterly line of said Sublot, 90 feet to the place of beginning, as appears by said plat, be the same more or less.

For Informational Purposes Only:

PPN: 144-10-011

Property Address: 2825 S. Moreland Boulevard, Cleveland, Ohio 44120

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EXHIBIT "A"

Legal Description

Parcel 12:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot No. 278 in a Re-Subdivision of the Van Sweringen Co.'s Subdivision No. 11, of part of Original 100 Acre Lot No. 422 and 430 and Warrensville Township Lot Nos. 11, 21, and 31, as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records, and being 80.00 feet front on the Easterly side of Hampton Road, and extending back 104.55 feet on the Northerly line, 130.74 feet on the Southerly line, and having a rear line of 75.00 feet, as appears by said plat, be the same more or less.

For Informational Purposes Only:

PPN: 144-10-012

Property Address: 2843 S. Moreland Boulevard, Cleveland, Ohio 44120

Parcel 13:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being Sublot Nos. 276 and 277 in a re-subdivision of the Van Sweringen Company Subdivision No. 11 of part of Original One Hundred Acre Lot Nos. 422 and 430 and part of Original Warrensville Township Lot Nos. 11, 21, and 31, as shown by the recorded plat in Volume 49 of Maps, Page 19 of Cuyahoga County Records, and together forming a parcel of land 150 feet front on the Easterly side of South Hampton Boulevard, 130.74 feet on the Northwestern line, 161.94 feet on the Southeasterly line, and 138 feet in the rear, as appears by said plat, be the same more or less.

For Informational Purposes Only:

PPN: 144-10-013

Property Address: 2851 Hampton Road, Cleveland, Ohio 44120

Parcel 14A:

Situated in the City of Shaker Heights, County of Cuyahoga, and State Of Ohio:

And known as being Sublot No. 186 in a Re-Allotment of a Re-Subdivision of the Van Swerigen Company's Subdivision No. 11 of part of original one hundred acre Lot No. 430 of part of Original Warrensville Township Lots Nos. 21 and 31, as shown by the recorded plat in Volume 50 of Maps, Page 8 of Cuyahoga County Records, and being 94.06 feet front on the Northerly line of South Woodland Road (formerly Buckeye Road); 75.80 feet on the Northerly side of a curved turnout between the Northerly line of South Woodland Road and the Northeasterly line of South Moreland Boulevard, 65.64 feet on the Easterly line, 163.97 feet on the irregular Northwestern line, 150 feet in the rear, as appears by said plat, be the same more or less.

For Informational Purposes Only:

part of PPN: 731-14-012

Property Address: 14101 S. Woodland Road, Shaker Heights, Ohio 44120

Parcel 14B:

Situated in the City of Shaker Heights, County of Cuyahoga and State of Ohio:

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EXHIBIT "A"

Legal Description

And known as being a part of Sublot No. 187 in a re-allotment of a re-subdivision of the Van Swerigen Company's Subdivision No. 11 of part of original one hundred acre Lot No. 430 of part of Original Warrensville Township Lot Nos. 21 and 31 as shown by the recorded plat in Volume 50 of Maps, Page 8 of Cuyahoga County Records and bounded and described as follows:

Beginning at a point in the curved turnout joining the Northeasterly side of South Moreland Boulevard (170 feet wide) with the Northerly side line of South Woodland Road (Buckeye Road) (60 feet wide), all as shown in plat entitled "a Reallotment of sub lots 100-125; 141, 186-204, 205-226 of a Resubdivision of the van Swerigen Company's Subdivision No. 11." said point is 18 feet Northwesterly (measured along said curved turnout) from the most Southerly corner of sub Lot No. 187 in said Reallotment recorded in volume 50 of maps, Page 8;

Thence Southeasterly (measured along said curved turnout) 18 feet to the said most Southerly corner of Sublot No. 187;

Thence North 19 deg. 17' 20" East along a common line between said Sublot No. 187 and between sub Lot No. 186 of said Reallotment 113.97 feet to an angle point in said common line;

Thence Southwesterly, in a straight line, about 105 feet but to the place of beginning, be the same more or less.

For Informational Purposes Only:

part of PPN: 731-14-012

Property address: 14101 S. Woodland Road, Shaker Heights, Ohio 44120

Parcel 15:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio:

And known as being a part of Sublots Nos. 248 and 249, and all of Sublot No. 247 in a Re- Subdivision of the Van Sweringen Co.'s Subdivision No. 11 of part of Original 100 Acre Lot Nos. 422 and 430, and part of Original Warrensville Township Lots Nos. 11, 21 and 31, as shown by the recorded plat in Volume 49 of Maps, Page 18 and 19 of Cuyahoga County Records, and part of Sublots Nos. 208 and 209 in Re-Allotment of part of a Re-Subdivision of the Van Sweringen Co.'s Subdivision No. 11 of part of Original 100 acre Lot No. 430 and part of Original Warrensville Township Lots Nos. 21 and 31, as shown by the recorded plat in Volume 50 of Maps, Page 6 of Cuyahoga County Records, together forming a parcel of land bounded and described as follows:

Beginning on the Northeasterly line of Ludlow Road, S.E., at the most Southerly corner of said Sublot No. 247;

Thence North 40 deg. 55' 10" West, along said Northeasterly line of Ludlow Road, S.E., 177.99 feet to a point of a curve;

Thence continuing Northwesterly along the said Northeasterly line on a curved line deflecting to the right, 12.08 feet to the Southerly end of the turnout between said Northeasterly line of Ludlow Road, S.E., and the Southerly line of Drexmore Road, S.E., as dedicated in Volume 113 of Maps, Page 24 of Cuyahoga County Records, said curved line having a radius of 150 feet and a chord which bears North 38 deg. 26' 40" West, 12.08 feet;

Thence Northeasterly along said turnout on a curved line deflecting to the right 45.59 feet to a point of tangency in the Southerly line of Drexmore Road, S.E., said curved line having a radius of 20 feet and a chord which bears North 29 deg. 00' 20" East, 36.34 feet;

Thence South 85 deg. 41' 09" East, along the Southerly line of Drexmore Road, S.E., 210.89 feet;

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EXHIBIT "A"

Legal Description

Thence South 4 deg. 18' 51" West, 74.84 feet to the most Easterly corner of said Sublot No. 247;

Thence Southerly 49 deg. 04' 50" West along the Southeasterly line of said Sublot No. 247, a distance of 130 feet to the place of beginning, as appears by said plat, be the same more or less.

For Informational Purposes Only:

PPN: 144-09-013

Property Address: 2805 Ludlow Road, Cleveland, Ohio 44120

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SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Recordation of a properly executed and notarized Deed from the Cuyahoga County Sheriff conveying fee simple title to Purchaser, To Be Determined.
NOTE: The deed referenced above must comply with local rules on descriptions and conveyances pursuant to Section 315.251 and 319.203 of the Ohio Revised Code.
6. Compliance with the requirements that the Company deems necessary arising out of the foreclosure and/or judicial action to be filed in the Cuyahoga Court of Common Pleas, Cuyahoga County, Ohio.
7. Receipt of proof of corporate status, or limited liability company status, or partnership status, and all agreement(s), and necessary consents, authorizations, resolutions, notices and corporate/partnership actions have been conducted, given or properly waived relating to the transaction to be insured, including entity resolution(s) authorizing and designating appropriate officers/members/or partners to execute any and all necessary documents.
8. Completion of real property conveyance fee statement, if transferring subject premises.
9. The Company should be furnished an Owner's/Seller's Affidavit.

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.
10. The Company should be furnished a letter from Planning and Zoning and/or a surveyor certification stating there are no zoning violations, if a zoning endorsement is requested.
11. Payment of taxes, charges, and assessments levied and assessed against the Land, which are due and payable.
12. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this Commitment until it receives a designation for a Proposed Insured, acceptable to the Company. The Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.
13. The Company may make additional requirements and/or exceptions upon further ascertaining details of the transaction and/or its review of the documents creating the interest or estate to be insured.
14. Notice: If the Company will be serving as the closing agent, closing funds provided in excess of \$1,000.00 must

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SCHEDULE B, PART I - Requirements

(continued)

be good funds in compliance with Ohio Revised Code Section 1349.21. In order to comply and close your transaction timely, we require all closing funds be tendered to our office by wire transfer, so that all funds are collected in the escrow account and available at the time of closing.

15. Payment and release of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, from SIG Shaker Square LLC, an Ohio limited liability company, to New York Community Bank, a New York banking corporation (NYCB Plaza, 102 Duffy Avenue, 3rd Floor, Hicksville, New York 11801), in the maximum amount of \$12,000,000.00, filed for record June 1, 2015 in [AFN 201506010145](#), of the Cuyahoga County, Ohio Records. (as to all Parcels)
16. Termination of Financing Statement from SIG Shaker Square LLC (debtor), to New York Community Bank (secured party)(NYCB Plaza, 102 Duffy Avenue, 3rd Floor, Hicksville, NY 11810), filed for record June 1, 2015 in [AFN 201506019003](#), of the Cuyahoga County Records. (as to all Parcels)
17. Payment and release of Open-End Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Hatz One LLC, a limited liability company organized and existing under the laws of the State of Ohio, Hatz Two LLC, a limited liability company organized and existing under the laws of the State of Ohio, Cleveland 2 LLC, a limited liability company organized and existing under the laws of the State of Ohio, and Cleveland 3 LLC, a limited liability company organized and existing under the laws of the State of Ohio, to Greystone Servicing Company LLC, a limited liability company organized and existing under the laws of Delaware (419 Belle Air Lane, Warrenton, Virginia 20186), in the maximum amount of \$22,645,000.00, filed for record November 6, 2020 in [AFN 202011060167](#), of the Cuyahoga County Records. (as to all Parcels)

Assignment of Mortgage from Greystone Servicing Company LLC, a Delaware limited liability company (assignor), to Fannie Mae (assignee) (no address listed on the document), filed for record November 6, 2020 in [AFN 202011060168](#), of the Cuyahoga County Records.
18. Release of record of Land Installment Contract by and between Eugene J. Brudno an Irene Brudno, Samuel B., Shankman and Honey Shankman, Morton Krantz and Lenore Krantz (Vendors) and Richard S. Siegel and Louis S. Frank (Vendees) (705 One Public Square Bldg., Cleveland, Ohio 44113), filed for record January 5, 1981, in [Volume 15766, Page 681](#) of the Cuyahoga County Records. (as to Parcel 11)

Assignment to Ashwood Partners, filed for record July 19, 1988 in [Volume 88-3547, Page 2](#) of the Cuyahoga County Records.
19. Satisfaction and release of record of Judgment Lien in favor of State of Ohio Department of Taxation (P.O. Box 89471, Cleveland, Ohio 44101-0000), and against Hatz One, in the amount of \$3,559.62, plus interest and costs, filed for record June 9, 2021 in [JL-21-040276](#), of the Cuyahoga County Records. (as to Parcels 1, 2, and 3)
20. Satisfaction and release of record of Judgment Lien in favor of State of Ohio Department of Taxation (P.O. Box 89471, Cleveland, Ohio 44101-0000), and against Hatz Two, in the amount of \$3,463.62, plus interest and costs, filed for record September 22, 2021 in [JL-21-055224](#), of the Cuyahoga County Records. (as to Parcels 4, 5, 6, and 7)
21. Satisfaction and release of record of Mechanic's Lien in favor of BG Personnel,LP (5850 Granite Pkwy, Ste. 730, Plano, Texas 74024) and against Cleveland 3, LLC d/b/a Nineteen 12 Apartments, in the amount of \$24,677.10, filed for record August 4, 2022 in [AFN 2022080040301](#), of the Cuyahoga County Records. (as to Parcels 13, 14A, 14B, and 15)

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SCHEDULE B, PART I - Requirements
(continued)

22. Compliance with requirements the Company deems necessary arising out of the Civil Action, wherein AWS Commercial, LLC, dba Colliers International (200 Public Square, Suite 1050, Cleveland, Ohio 44114) is the Plaintiff, and Hatz One LLC, among others, is the Defendant, filed for record June 3, 2024 as [Case No. CV-24-998255](#), of the Cuyahoga County Common Pleas Court Records. (as to all Parcels)
23. Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of a Company agent, an authorized employee of the insured lender, or by using Bancserv or other Company-approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

Notice: Please be aware that the Company will not insure a prohibited person as defined under Ohio Revised Code Section 5301.256 as to the ownership in agricultural land or land in proximity to a military installation as defined under the referenced code section which is an excluded matter under Exclusion 1 of the Exclusions from Coverage of any policy issued as an ordinance or governmental regulation that restricts, regulates, prohibits, or relates to the occupancy, use, or enjoyment of Land.

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Taxes or special assessments which are not shown as existing liens by the Public Records.
3. Rights or claims of parties in possession not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

In order to delete the survey exception shown above, a satisfactory survey of the subject Land, which complies with the minimum standards for land surveys made for title insurance purposes, is to be furnished to the Company.

The Company reserves the right to add additional items as disclosed by the survey, or make further requirements after review of the requested documentation.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Oil and gas leases, pipeline agreements or any other instruments related to the production or sale of oil and gas which may arise subsequent to the date of the Policy, pursuant to Ohio Revised Code Section 1509.31(D).
7. Easements or claims of easements not shown by the Public Records.
8. Rights of tenants in possession as tenants only under unrecorded leases.
9. Rights of public to use those portions of the Land lying within the confines of public roads and highways.
10. Any lease, grant, exception or reservation of minerals or mineral rights together with any rights appurtenant thereto.

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SCHEDULE B, PART II - Exceptions
(continued)

11. No liability is assumed for tax increases occasioned by retroactive revaluation arising out of the change in land usage, on account of errors or omissions and changes in the valuation of the property by legally constituted authorities.
12. Reservations, restrictions, covenants, limitations, easements and/or other conditions as shown on plat filed for record April 23, 1914 in [Plat Book 49, Page 19](#), of the Cuyahoga County, Ohio Records. (as to Parcels 1 through 12)
13. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record September 23, 1931, in [Volume 4014, Page 361](#), of the Cuyahoga County, Ohio Records. (as to Parcels 1, 4, 5 only)

Amendment filed for record August 8, 1944 in [Volume 5696, Page 503](#) of the Cuyahoga County Records.

Partial Release filed for record November 22, 2016 in [AFN 201611220313](#) of the Cuyahoga County Records.
14. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record December 31, 1935, in [Volume 4582, Page 18](#), of the Cuyahoga County, Ohio Records. (as to Parcel 1 only)
15. Laundry Room Lease by and between Macke Laundry Service-Cleveland, Inc. (lessee)(8515 Freeway Drive, Macedonia, Ohio 44058) and J&R Properties (Lessor), filed for record May 27, 1997 in [Volume 97-04851, Page 30](#) of the Cuyahoga County Records. (as to Parcel 1 only)
16. Reservations, restrictions, covenants, limitations, easements and/or other conditions as shown on plat filed for record September 4, 2002, in [Plat Book 319, Page 94](#), of the Cuyahoga County, Ohio Records. (as to Parcel 1 only)
17. Easement to The Ohio Bell Telephone Company, dba SBC, Inc., a.k.a. Ameritech Ohio, filed for record March 6, 2003, in [AFN 200303060266](#), of the Cuyahoga County, Ohio Records. (as to Parcel 1 only)
18. Laundry Room Lease by and between Macke Laundry Service-Cleveland, Inc. (lessee) (8515 Freeway Drive, Macedonia, Ohio 44056) and 2630-36-42 N. Moreland/MRN Company(Lessor), filed for record March 10, 1992 in [Volume 92-1760, Page 48](#) and re-recorded April 3, 1997 in [Volume 97-02913, Page 53](#) of the Cuyahoga County Records. (as to Parcel 2 only)
19. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record July 9, 1936, in [Volume 4633, Page 115](#), of the Cuyahoga County, Ohio Records. (as to Parcel 4 only)
20. Standard Laundry Room Lease by and between Macke Laundry Service-Cleveland, Inc. (Lessee) (8515 Freeway Drive, Macedonia, Ohio 44056) and 2630-36-42 N. Moreland/MRN Company, filed for record March 10, 1992 in [Volume 92-1760, Page 48](#) of the Cuyahoga County Records. (as to Parcels 6 & 7 only)

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SCHEDULE B, PART II - Exceptions

(continued)

21. Easement to Metropolitan Cablevision Incorporated, filed for record October 29, 1987, in [Volume 87-7052, Page 10](#), of the Cuyahoga County, Ohio Records. (as to parcel 10)
22. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record April 23, 1930, in [Volume 4015, Page 212](#), of the Cuyahoga County, Ohio Records. (as to Parcels 11 and 15)
23. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record December 30, 1982, in [Volume 16197, Page 635](#), of the Cuyahoga County, Ohio Records. (as to Parcel 11)
24. Laundry Room Lease by and between Coinmach Corporation (Lessee) (8515 Freeway Drive, Macedonia, Ohio 44056) and Mayberry Management Co., filed for record January 5, 1999 in [AFN 199901050924](#) of the Cuyahoga County Records. (as to Parcel 11)
25. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record November 11, 1924, in [Volume 2906, Page 152](#), of the Cuyahoga County, Ohio Records. (as to Parcel 12)
26. Metropolitan Cablevision Incorporated Right of Entry Agreement filed for record October 7, 1987 in [Volume 87-6632, Page 34](#) of the Cuyahoga County Records. (as to Parcel 12)
27. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record March 17, 1927, in [Volume 3559, Page 500](#), of the Cuyahoga County, Ohio Records. (as to Parcel 8)
28. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record April 13, 1932, in [Volume 4230, Page 267](#), of the Cuyahoga County, Ohio Records. (as to Parcel 8)
29. Easement to The Ohio Bell Telephone Company, filed for record November 19, 1976, in [Volume 14413, Page 55](#), of the Cuyahoga County, Ohio Records. (as to Parcel 8)
30. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record March 25, 1946, in [Volume 6052, Page 110](#), of the Cuyahoga County, Ohio Records. (as to Parcel 9)
31. Affidavit of Facts Relating to Title executed by Phil Power Department of Building and Housing City of Cleveland, Ohio, filed for record July 11, 2024 in [AFN 202407110127](#), of the Cuyahoga County Records. (as to Parcel 3)
32. Affidavit of Facts Relating to Title executed by Rebecca M. Hartman Department of Building and Housing City of Cleveland, Ohio, filed for record July 11, 2024 in [AFN 202407110128](#), of the Cuyahoga County Records. (as to Parcel 13)
33. Affidavit of Facts Relating to Title executed by Dario Turic Department of Building and Housing City of Cleveland, Ohio, filed for record July 11, 2024 in [AFN 202407110129](#), of the Cuyahoga County Records. (as to Parcel 8)

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SCHEDULE B, PART II - Exceptions

(continued)

34. Affidavit of Facts Relating to Title executed by Kenneth Eaton Department of Building and Housing City of Cleveland, Ohio, filed for record July 11, 2024 in [AFN 202407110131](#), of the Cuyahoga County Records. (as to Parcel 8)
35. Affidavit of Facts Relating to Title executed by Kenneth Eaton Department of Building and Housing City of Cleveland, Ohio, filed for record July 11, 2024 in [AFN 202407110133](#), of the Cuyahoga County Records. (as to Parcel 1)
36. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record April 20, 1922, in [Volume 2558, Page 217](#), of the Cuyahoga County, Ohio Records. (as to Parcel 14B)
37. Reservations, restrictions, covenants, limitations, easements, and/or conditions, as established in instrument, filed for record October 8, 1942, in [Volume 5469, Page 539](#), of the Cuyahoga County, Ohio Records. (as to Parcel 14B)
- Amendment filed for record August 8, 1944 in [Volume 5696, Page 503](#) of the Cuyahoga County Records.
38. Reservations, restrictions, covenants, limitations, easements and/or other conditions as shown on plat filed for record August 5, 1928, in [Plat Book 113, Page 24](#), of the Cuyahoga County, Ohio Records. (as to Parcel 15)
39. Reciprocal Easement Agreement filed for record September 1, 1955 in [Volume 8432, Page 357](#) of the Cuyahoga County Records. (as to Parcel 15)
- Amendment filed for record January 23, 2001 in [Instrument No. 200101230899](#) of the Cuyahoga County Records.
40. Laundry Room of Lease by and between Coinmach Corporation (Lessee) (8515 Freeway Drive, Madedonia, Ohio 44056) and Mayberry Management Co. (Lessor) filed for record January 5, 1999 in [AFN 199901050925](#) of the Cuyahoga County Records. (as to Parcel 15)
41. Contract by and between John J. Rauh (Vendor) and Jonathan F. Buchter and Carol M. Buchter (Vendee) (2828 Ludlow Road, Cleveland, Ohio 44120) , filed December 30, 1982, and recorded in [Volume 16197, Page 635](#) of the Cuyahoga County Records. (as to Parcel 11)
42. Affidavit of Facts Relating to Title executed by Mark Watson Department of Building and Housing City of Cleveland, Ohio, filed for record July 11, 2024 in [AFN 202407110130](#), of the Cuyahoga County Records. (as to Parcel 15)
43. Pending Board of Revision Complaint No. 144-13-008-2021-1, for the tax year 2021.
NOTE: For further information contact Board of Revision 216-443-7195. (as to Parcels 1, 2, and 3)
44. Pending Board of Revision Complaint No. 144-13-006-2021-1, for the tax year 2021.
NOTE: For further information contact Board of Revision 216-443-7195. (as to Parcels 4, 5, 6, and 7)
45. Pending Board of Revision Complaint No. 144-10-001-2021-1, for the tax year 2021.
NOTE: For further information contact Board of Revision 216-443-7195. (as to Parcels 8, 9, 10, 11, and 12)

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SCHEDULE B, PART II - Exceptions
(continued)

46. Pending Board of Revision Complaint No. 144-09-013-2021-1, for the tax year 2021.
NOTE: For further information contact Board of Revision 216-443-7195. (as to Parcels 13, 14A, 14B, and 15)

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SCHEDULE B, PART II - Exceptions
(continued)

47. Taxes for the year of 2024 and subsequent years are a lien, but are not yet due and payable.
The County Treasurer's General Tax Records for the tax year 2023 are as follows:

PPN: 144-13-011 (as to Parcel 1)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$64,596.73 for the first half, and \$81,036.14 for the second half.

The above amount includes the following special assessments:

Assessment for C170100Y-NEORS - Delinquent Wastewater in the amount of \$2,614.02 per half year.

Assessment for C170101-NEORS - Stormwater in the amount of \$152.52 for the second half only.

Assessment for C170100Z-NEORS - Delinquent Stormwater in the amount of \$94.94 per half year.

Assessment for C170101A-NEORS - Wastewater in the amount of \$16,286.89 for the second half only.

PPN: 144-13-010 (as to Parcel 2)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$37,133.36 per half year.

PPN: 144-13-008 (as to Parcel 3)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$25,320.23 per half year.

PPN: 144-13-012 (as to Parcel 4)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$29,445.75 for the first half, and \$39,153.25 for the second half.

The above amount includes the following special assessments:

Assessment for C170100Y-NEORS - Delinquent Wastewater in the amount of \$2,160.39 per half year.

Assessment for C170101-NEORS - Stormwater in the amount of \$156.42 for the second half only.

Assessment for C170100Z-NEORS - Delinquent Stormwater in the amount of \$54.04 per half year.

Assessment for C170101A-NEORS - Wastewater in the amount of \$9,551.08 for the second half only.

PPN: 144-13-014 (as to Parcel 5)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$27,850.20 for the first half, and \$28,957.16 for the second half.

The above amount includes the following special assessments:

Assessment for C170101A-NEORS - Wastewater in the amount of \$1,106.96 for the second half only.

PPN: 144-13-006 (as to Parcel 6)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$12,254.49 per half year.

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SCHEDULE B, PART II - Exceptions
(continued)**PPN: 144-13-007 (as to Parcel 7)**

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$25,429.15 per half year.

PPN: 144-10-001 (as to part of Parcel 8)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$31,849.92 per half year.

PPN: 144-10-002 (as to part of Parcel 8)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$5,896.23 per half year.

Note: Attention is directed to the fact that current real estate taxes are based on undeveloped land values.

The above amount includes the following special assessments:

Assessment for C170100Y-NEORS - Delinquent Wastewater in the amount of \$4,720.74 per half year.

Assessment for C170100Z-NEORS - Delinquent Stormwater in the amount of \$81.31 per half year.

PPN: 144-10-003 (as to part of Parcel 8)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$1,094.18 per half year.

Note: Attention is directed to the fact that current real estate taxes are based on undeveloped land values.

PPN: 144-10-004 (as to Parcel 9)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$55,763.83 per half year.

The above amount includes the following special assessments:

Assessment for C170100Y-NEORS - Delinquent Wastewater in the amount of \$18,549.16 per half year.

Assessment for C170100Z-NEORS - Delinquent Stormwater in the amount of \$81.31 per half year.

PPN: 144-10-008 (as to Parcel 10)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$15,921.14 per half year.

The above amount includes the following special assessments:

Assessment for C170100Y-NEORS - Delinquent Wastewater in the amount of \$1,052.93 per half year.

Assessment for C170100Z-NEORS - Delinquent Stormwater in the amount of \$15.15 per half year.

PPN: 144-10-011 (as to Parcel 11)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$24,508.26 for the first half, and \$38,943.39 for the second half.

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SCHEDULE B, PART II - Exceptions
(continued)

The above amount includes the following special assessments:

Assessment for C170101-NEORS - Stormwater in the amount of \$336.52 for the second half only.

Assessment for C170101A-NEORS - Wastewater in the amount of \$14,098.61 for the second half only.

PPN: 144-10-012 (as to Parcel 12)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$9,778.26 per half year.

PPN: 144-10-013 (as to Parcel 13)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$37,229.56 for the first half, and \$56,697.59 for the second half.

The above amount includes the following special assessments:

Assessment for C170101-NEORS - Stormwater in the amount of \$729.38 for the second half only.

Assessment for C170101A-NEORS - Wastewater in the amount of \$18,738.65 for the second half only.

PPN: 731-14-012 (as to Parcel 14A and 14B)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$23,244.85 for the first half, and \$27,619.50 for the second half.

The above amount includes the following special assessments:

Assessment for C170100Y-NEORS Delinquent Wastewater in the amount of \$2,343.71 per half.

Assessment for C170101-NEORS - Stormwater in the amount of \$195.25 for the second half only.

Assessment for C170100Z-NEORS - Delinquent Stormwater in the amount of \$76.76 per half.

Assessment for M207200D-Street Lights in the amount of \$166.92 for the second half only.

Assessment for M267561B-Tree Maintenance Shaker Hts. in the amount of \$157.44 for the first half and \$157.43 for the second half.

Assessment for C170101A-NEORS - Wastewater in the amount of \$4,012.49 for the second half only.

PPN: 144-09-013 (as to Parcel 15)

Taxes for the first half are paid.

Taxes for the second half are paid.

Per half amount \$15,457.09 for the first half, and \$28,390.33 for the second half.

The above amount includes the following special assessments:

Assessment for C170101-NEORS - Stormwater in the amount of \$330.49 for the second half only.

Assessment for C170101A-NEORS - Wastewater in the amount of \$12,602.75 for the second half only.

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SCHEDULE B, PART II - Exceptions
(continued)

48. Property Taxes for prior years are delinquent and are subject to payment plan with the county treasurer. The county treasurer must be contacted for exact figures. (as to PPN: 144-13-006 (Parcel 6) and PPN: 144-10-012 (Parcel 12))

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS**1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements; and
- f. Schedule B, Part II-Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.

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(continued)

- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is Two Million And No/100 Dollars (\$2,000,000.00) or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

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